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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DANIEL VALLES,  
Plaintiff,

v.

FORT MASON, THE GENERAL'S  
RESIDENCE, THE GUARDSMEN, NATIONAL  
PARK SERVICE, UNITED STATES OF  
AMERICA, and DOES 1 to 50, inclusive,

Defendants.

CASE NO. 4:20-CV-04192-SBA

**STIPULATION OF SETTLEMENT AND  
DISMISSAL WITH PREJUDICE;  
ORDER**

Hon. Sandra Brown Armstrong

1 IT IS HEREBY STIPULATED by and between the undersigned Plaintiff and Defendant the  
 2 UNITED STATES OF AMERICA (also referred to as “Defendant”), by and through their respective  
 3 attorneys, as follows:

4 WHEREAS, Plaintiff filed the above-captioned action on June 25, 2020;

5 WHEREAS, Plaintiff and Defendant wish to avoid any further litigation and controversy and  
 6 to settle and compromise fully any and all claims and issues that have been raised, or could have  
 7 been raised, in this action, which have transpired prior to the execution of this Settlement Agreement  
 8 (“Agreement”);

9 WHEREAS, on August 23, 2022 the Court granted Defendant’s motion for determination of  
 10 good faith settlement (*see* ECF No. 91);

11 NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement,  
 12 and other good and valuable consideration, the Parties agree as follows:

13 1. Agreement to Compromise Claims. The parties do hereby agree to settle and compromise  
 14 each and every claim of any kind, whether known or unknown, arising directly or indirectly from the  
 15 acts or omissions that gave rise to the above-captioned action under the terms and conditions set  
 16 forth in this Agreement.

17 2. Definition of “United States of America.” As used in this Agreement, the United States of  
 18 America shall include its current and former agents, servants, employees, and attorneys, as well as  
 19 the Department of Interior, the National Park Service, and/or its current and former agents, servants,  
 20 employees, and attorneys.

21 3. Settlement Amount. The United States of America agrees to pay the sum of One Hundred  
 22 Thousand dollars (\$100,000.00) (“Settlement Amount”), which sum shall be in full settlement and  
 23 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and  
 24 nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen  
 25 personal injuries, damage to property and the consequences thereof, resulting, and to result, from the  
 26 subject matter of this settlement, including any claims for wrongful death, for which Plaintiff or  
 27 Plaintiff’s guardians, heirs, executors, administrators, or assigns, and each of them, now have or may  
 28 hereafter acquire against the United States of America.

1           4. Release. Plaintiff and Plaintiff's guardians, heirs, executors, administrators or assigns  
2 hereby agree to accept the Settlement Amount in full settlement and satisfaction of any and all  
3 claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for  
4 wrongful death, arising from, and by reason of any and all known and unknown, foreseen and  
5 unforeseen personal injuries, damage to property and the consequences thereof which they may have  
6 or hereafter acquire against the United States of America on account of the same subject matter that  
7 gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type  
8 whatsoever, whether known or unknown, and whether for compensatory or exemplary damages.  
9 Plaintiff and Plaintiff's guardians, heirs, executors, administrators or assigns further agree to  
10 reimburse, indemnify and hold harmless the United States of America from and against any and all  
11 such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or  
12 resulting from further litigation or the prosecution of claims by Plaintiff or Plaintiff's guardians,  
13 heirs, executors, administrators or assigns against any third party or against the United States,  
14 including claims for wrongful death.

15           5. Dismissal. In consideration of the payment of the Settlement Amount and the other terms  
16 of this Agreement, Plaintiff agrees that Execution of this Stipulation and its approval by the Court  
17 shall constitute dismissal with prejudice of this case as against the United States, including all claims  
18 asserted in this action, or that could have been asserted in this action against the United States,  
19 pursuant to Fed. R. Civ. P. 41(a).

20           6. No Admission of Liability. This stipulation for compromise settlement is not intended to  
21 be, and should not be construed as, an admission of liability or fault on the part of the United States,  
22 and the United States specifically denies that it is liable to the Plaintiff. This settlement is entered  
23 into by all parties for the purpose of compromising disputed claims and avoiding the expenses and  
24 risks of further litigation.

25           7. Parties Bear Their Own Fees and Costs. It is also agreed, by and among the parties, that  
26 the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees  
27 owed by the Plaintiff will be paid out of the Settlement Amount and not in addition thereto.

1           8. Attorney's Fees. It is also understood by and among the parties that pursuant to Title 28,  
2 United States Code, Section 2678, attorney's fees for services rendered in connection with this  
3 action shall not exceed 25 per centum of the amount of the compromise settlement.

4           9. Authority. The signatories to this Agreement warrant and represent that they possess full  
5 authority to bind the persons on whose behalf they are signing to the terms of the settlement.

6           10. Waiver of California Civil Code § 1542. The provisions of California Civil Code  
7 Section 1542 are set forth below:

8                       “A general release does not extend to claims that the creditor or releasing party does  
9 not know or suspect to exist in his or her favor at the time of executing the release and  
10 that, if known by him or her, would have materially affected his or her settlement  
with the debtor or released party.”

11 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by Plaintiff's  
12 attorney, and fully understanding the same, nevertheless elects to waive the benefits of any and all  
13 rights Plaintiff may have pursuant to the provision of that statute and any similar provision of federal  
14 law. Plaintiff understands that, if the facts concerning Plaintiff's injury and the liability of the  
15 government for damages pertaining thereto are found hereinafter to be other than or different from  
16 the facts now believed by them to be true, the Agreement shall be and remain effective  
17 notwithstanding such material difference.

18           11. Payment by Check. Payment of the Settlement Amount will be made by check for One  
19 Hundred Thousand dollars (\$100,000.00) and made payable to Daniel Valles, Plaintiff, and Vaziri  
20 Law Group. The check will be mailed to Plaintiff's attorney, Matthew M. Taylor, at the address  
21 listed on the cover page of this pleading. Defendant expects, but cannot guarantee, that payment to  
22 Plaintiff and Vaziri Law Group will be made within ninety (90) days of the execution of this  
23 agreement by all parties.

24           12. Tax Liability. There shall be no withholding from this amount. Plaintiff understands  
25 that this payment will be reported to the Internal Revenue Service, and that any questions as to the  
26 tax liability, if any, as a result of this payment is a matter solely between Plaintiff and the relevant  
27 tax authorities. If any withholding or income tax liability is imposed upon Plaintiff or Plaintiff's  
28

1 counsel based on payment of the Settlement Amount, Plaintiff or Plaintiff's counsel shall be solely  
2 responsible for paying any such determined liability from any government agency. Nothing in this  
3 Agreement constitutes an agreement by the United States of America concerning the characterization  
4 of the Settlement Amount for the purposes of the Internal Revenue Code, Title 26 of the United  
5 States Code.

6 13. Treasury Offset Program. Nothing in this Agreement waives or modifies federal, state,  
7 or local law pertaining to taxes, offsets, levies, and liens that may apply to this Agreement or the  
8 settlement proceeds, and Plaintiff is executing this Agreement without reliance on any representation  
9 by Defendant as to the application of any such law. Accordingly, the United States may offset  
10 against the Settlement Amount Plaintiff's delinquent debts to the United States, if any. *See Astrue v.*  
11 *Ratliff*, 560 U.S. 586 (2010).

12 14. Choice of Law and Venue. This Agreement is governed by the laws of the United  
13 States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United  
14 States District Court for the Northern District of California. The Honorable Jacqueline S. Corley  
15 shall retain jurisdiction of this Settlement Agreement and the enforcement thereof.

16 15. Construction. Each party hereby stipulates that it has been represented by and has relied  
17 upon independent counsel in the negotiations for the preparation of this Agreement, that it has had  
18 the contents of the Agreement fully explained to it by such counsel, and is fully aware of and  
19 understands all of the terms of the Agreement and the legal consequences thereof, and enters into  
20 this Agreement knowingly and voluntarily. For purposes of construction, this Agreement shall be  
21 deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed  
22 against any Party for that reason in any subsequent dispute.

23 16. Severability. If any provision of this Agreement shall be invalid, illegal, or  
24 unenforceable, the validity, legality, and enforceability of the remaining provision shall not in any  
25 way be affected or impaired thereby.

26 17. Integration. This instrument shall constitute the entire Agreement between the parties,  
27 and it is expressly understood and agreed that the Agreement has been freely and voluntarily entered  
28 into by the parties hereto with the advice of counsel, who have explained the legal effect of this

1 Agreement. The parties further acknowledge that no warranties or representations have been made  
2 on any subject other than as set forth in this Agreement. This Agreement may not be altered,  
3 modified or otherwise changed in any respect except by writing, duly executed by all of the parties  
4 or their authorized representatives.

5  
6 DATED: September 7, 2022

Respectfully submitted,

7 STEPHANIE M. HINDS  
8 United States Attorney

9 /s/ Kenneth W. Brakebill  
10 KENNETH W. BRAKEBILL\*  
Assistant United States Attorney  
Attorneys for Defendant USA


11 DATED: September 7, 2022

12 /s/ Matthew M. Taylor  
13 MATTHEW M. TAYLOR  
VAZIRI LAW GROUP, APC  
Attorneys for Plaintiff

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15  
16 *\* In compliance with Civil Local Rule 5-1 (i), the filer of this document attests that all signatories  
17 listed have concurred in the filing of this document.*  
18  
19  
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21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22 Dated: September 7, 2022

23  RS  
24 Richard Seeborg for Saundra B. Armstrong  
25 United States District Judge  
26  
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